

MINUTES OF THE CITY COUNCIL

CITY OF AUSTIN, TEXAS

Regular Meeting

July 27, 1950
10:00 A.M.

Council Chamber, City Hall

The meeting was called to order with Mayor Glass presiding.

Roll Call:

Present: Councilmen Drake, Johnson, Long, MacCorkle, Mayor Glass
Absent: None

Present also: Walter E. Seaholm, City Manager; Trueman E. O'Quinn, City Attorney; C. G. Levander, Director of Public Works; R. D. Thorp, Chief of Police.

Councilman Johnson moved that since copies of the minutes of the last meeting of the City Council have been furnished Council members by the City Clerk, the reading of the minutes be dispensed with and that the minutes be approved as individually read by the Council in the Clerk's report. Upon being duly seconded by Councilman Drake, the motion was unanimously adopted by the Council, and the minutes so approved.

MRS. KATHERYN HERRMANN, 2052 Sabine, presented a petition for a light at 20 $\frac{1}{2}$ and Sabine Street. She reported she had had a prowler, as the neighborhood was so dark; and that a vacant lot on 20 $\frac{1}{2}$, owned by the Capital Lumber Company, was an excellent place for a hide-out for prowlers, as it was covered with high weeds. The Council received the petition and referred the request to the City Manager. The Mayor requested that the Department of Public Works look into the matter of getting this vacant lot cleared off.

MR. JOHN F. BOTELLO came before the Council asking cooperation of the Street Department in helping settle the dust on Santa Rita Street. Traffic on this street had increased, and the dust was so bad it was injurious to the health of the children. The dust was a traffic hazard; as clouds of dust prevented drivers from seeing children crossing the street. Mr. Botello stated that most of the neighbors could not afford paving, but asked for temporary relief somehow. The Council referred his request to the Department of Public Works to work out

some relief for the people living on Santa Rita from Canadian to Perdenales.

MRS. EDWARDS (Colored) and MRS. TOM B. CANTRELL appeared before the Council requesting the City to extend water services to the area on East 12th Street, just outside the City limits, and inquired about their petition requesting this service. The City Manager stated there were about 100 houses with no water; and from a health and sanitation angle, there was a big problem; and if they could be brought into the City limits, the City might provide the water on a refund contract. He stated the petition had not been filed; and as soon as it was received, he would see just what could be worked out.

COUNCILMAN LONG noted that the Taxi-cab stands were creating a traffic hazard, in that the cabs were double parking or standing by waiting for other cabs to vacate the spaces. The City Manager stated this was a matter to be policed, and the City Attorney reported on a meeting with all cab operators at which this problem was mentioned, and that the operators had promised their cooperation.

Councilman Johnson offered the following resolution and moved its adoption:

(RESOLUTION)

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

That the Yellow Cab Company of Austin and the Driskill Hotel Company be and they are hereby authorized to establish a "CALL BOX STAND" for taxicab services at or near the east entrance of the Driskill Hotel on Brazos Street in the City of Austin in accordance with the terms, conditions and restrictions of the "Taxicab Ordinance" passed by the City Council June 8, 1950, and subject to approval of proper officials of the City of Austin as provided in said ordinance.

The motion, seconded by Councilman Long, carried by the following vote:

Ayes: Councilmen Drake, Johnson, Long, MacCorkle, Mayor Glass
Noes: None

The request of MRS. FORREST C. ROAN for a kindergarten and school permit at her residence at 1618 Enfield Road was brought up for consideration. Councilman Johnson moved that the Council defer action on this request until next Thursday and that the neighbors be notified of this request. The motion, seconded by Councilman Drake, carried by the following vote:

Ayes: Councilmen Drake, Johnson, Long, MacCorkle, Mayor Glass
Noes: None

Councilman Long moved that the following application for change of zoning be set for public hearing at 11:00 A.M., AUGUST 24, 1950:

BEN H. POWELL, By	N.46' of Lot 6, Blk.	From "C" Commercial
John T. Buckley	8, Outlots 2 & 3, Div.	To "C-1" Commercial
	B; 1021 East 11th	NOT Recommended by the Zoning Board

The motion, seconded by Councilman MacCorkle, carried by the following vote:

Ayes: Councilmen Drake, Johnson, Long, MacCorkle, Mayor Glass
 Noes: None

Pursuant to published notice thereof, public hearing on the following application for change of zoning was held:

DONALD S. THOMAS	4200 Block Jackson Ave. 4300 Block Bull Creek Road	From "A" Residence To "C" Commercial NOT Recommended by the Zoning Board (June 20, 1950)
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MR. DONALD S. THOMAS, former owner, appeared in the interest of his request and that of MR. EDWARD JOSEPH, present owner, stating this was an isolated area adjoining Camp Mabry, the Texas State School for Colored Deaf, Dumb, and Blind, and the Railroad tracks. It was proposed to build a community center to serve Highland Park and Brykerwood. MR. ROBERT MUELLER, MR. R. G. MUELLER, JR., MRS. HUGH MATTHEWS, MR. JOHNSON GAULT, MR. HARRY SANDBERG, MR. AVERY SMITH, MR. HASKELL WATSON, MR. WROE, MR. C. M. NOWLIN, MR. C. E. O'DELL appeared in opposition to the change, stating they had purchased homes in this vicinity to get away from commercial developments, and the increased traffic which follows such developments. All were opposed to a drive in theatre, or anykind of a theatre as there would be so much noise and traffic late at night. Mr. Joseph stated he had no plans for a drive-in theatre, but a community theatre. COUNCILMAN LONG wanted to discuss this with the Planning Commission with reference to Jackson Avenue. MAYOR GLASS wanted a thorough study of this so that the Railroad Boulevard would not be adversely affected in anyway. The Council decided to look at the property and make their decision next Thursday, August 3, 1950.

The Council received a report from the City Manager stating that the following applications for change of zoning had been referred to the Zoning Board of Adjustment for consideration and recommendation:

M. K. HAGE	1200 West 5th	From "B" Residence To "C" Commercial
J.E.BROWN, W.E.BIGGS, MRS. MINNIE LEATHERMAN, AND ROBERT BARR	1006-1010 W. 11th and 1103 Baylor, being the n.e.corner of Baylor and W. 11th	From "B" Residence To "C" Commercial
MRS. VIRGIL SOUTHWORTH (By Erwin K. Stork)	1910 E. 1st Street	From "C" Commercial To "C-2" Commercial
G. M. CHANDLER, By (Erwin K. Stork)	2000 South Congress	From "C-1" Commercial To "C-2" Commercial
HERMAN E. BECKER	301 Chicon Street and 1904-2010 E. 34d St.	From "B" Residence To "C" Commercial and "D" Industrial

Mayor Glass introduced the following ordinance:

AN ORDINANCE AMENDING THAT CERTAIN ORDINANCE ESTABLISHING PARKING METER ZONES IN THE CITY OF AUSTIN; AND PROVIDING FOR THE REGULATION OF TRAFFIC THEREBY, WHICH ORDINANCE WAS PASSED BY THE CITY COUNCIL OF THE CITY OF AUSTIN AUGUST 19, 1937, AND IS RECORDED IN BOOK "K", PAGES 281-286, INCLUSIVE, OF THE ORDINANCE RECORDS OF THE CITY OF AUSTIN, BY AMENDING SECTION 2, OF SAID ORDINANCE RELATING TO PARKING METER ZONES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND DECLARING AN EMERGENCY.

The ordinance was read the first time and Councilman Long moved that the rule be suspended and the ordinance passed to its second reading. The motion, duly seconded by Councilman MacCorkle, carried by the following vote:

Ayes: Councilmen Drake, Johnson, Long, MacCorkle, Mayor Glass
Noes: None

The ordinance was read the second time, and Councilman Long moved that the rule be suspended and the ordinance passed to its third reading. The motion, duly seconded by Councilman MacCorkle, carried by the following vote:

Ayes: Councilmen Drake, Johnson, Long, MacCorkle, Mayor Glass
Noes: None

The ordinance was read the third time, and Councilman Long moved that the ordinance be finally passed. The motion, duly seconded by Councilman MacCorkle, carried by the following vote:

Ayes: Councilmen Drake, Johnson, Long, MacCorkle, Mayor Glass
Noes: None

The Mayor then announced that the ordinance had been finally passed.

Mayor Glass introduced the following ordinance:

AN ORDINANCE AMENDING THAT CERTAIN ORDINANCE ENTITLED: "AN ORDINANCE REGULATING TRAFFIC UPON THE PUBLIC STREETS OF THE CITY OF AUSTIN; PRESCRIBING PENALTIES FOR THE VIOLATION OF SAME; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND DECLARING AN EMERGENCY," WHICH ORDINANCE WAS PASSED BY THE CITY COUNCIL OF THE CITY OF AUSTIN MAY 6, 1937, AND IS RECORDED IN BOOK "K", PAGES 159-179, INCLUSIVE, OF THE ORDINANCE RECORDS OF THE CITY OF AUSTIN, BY AMENDING SECTIONS 21(b), 22(e) and 23(d) OF ARTICLE IV, RELATING TO NO-PARKING LOCATIONS, ONE-HOUR PARKING LOCATIONS AND LOADING ZONE LOCATIONS, RESPECTIVELY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND DECLARING AN EMERGENCY.

The ordinance was read the first time and Councilman Johnson moved that

the rule be suspended and the ordinance passed to its second reading. The motion, duly seconded by Councilman Drake, carried by the following vote:

Ayes: Councilmen Drake, Johnson, Long, MacCorkle, Mayor Glass
Noes: None

The ordinance was read the second time, and Councilman Johnson moved that the rule be suspended and the ordinance passed to its third reading. The motion, duly seconded by Councilman Drake, carried by the following vote:

Ayes: Councilmen Drake, Johnson, Long, MacCorkle, Mayor Glass
Noes: None

The ordinance was read the third time, and Councilman Johnson moved that the ordinance be finally passed. The motion, duly seconded by Councilman Drake, carried by the following vote:

Ayes: Councilmen Drake, Johnson, Long, MacCorkle, Mayor Glass
Noes: None

The Mayor then announced that the ordinance had been finally passed.

Councilman Johnson offered the following resolution and moved its adoption:

(RESOLUTION)

WHEREAS, Southern Union Gas Company has presented to the City Council tentative maps or plans showing the proposed construction of its gas mains in the streets in the City of Austin hereafter named, and said maps or plans have been considered by the City Council; therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

THAT Southern Union Gas Company be and the same is hereby permitted to lay and construct its gas mains in and upon the following streets:

(1) A gas main in LEONA STREET, from a point 231 feet north of Dotson Street northerly 275 feet, the centerline of which gas main shall be 13 feet west of and parallel to the east property line of said LEONA STREET.

Said gas main described above shall have a cover of not less than $2\frac{1}{2}$ feet.

(2) A gas main in BURNET ROAD (old), from a point 161 feet north of Payne Avenue northerly 285 feet, the centerline of which gas main shall be $7\frac{1}{2}$ feet west of and parallel to the east property line of said BURNET ROAD (old).

Said gas main described above shall have a cover of not less than $2\frac{1}{2}$ feet.

(3) A gas main in RIVERSIDE DRIVE, from Upland Drive west 120 feet, the centerline of which gas main shall be 5 feet south of and parallel to the north property line of said RIVERSIDE DRIVE.

Said gas main described above shall have a cover of not less than $2\frac{1}{2}$ feet.

(4) A gas main in NASCO DRIVE, from Northland Drive to White Horse Trail, the centerline of which gas main shall be $7\frac{1}{2}$ feet west of and parallel to the east property line of said NASCO DRIVE.

Said gas main described above shall have a cover of not less than $2\frac{1}{2}$ feet.

(5) A gas main in ALLANDALE ROAD, from Nasco Drive westerly 67 feet, the centerline of which gas main shall be $7\frac{1}{2}$ feet south of and parallel to the north property line of said ALLANDALE ROAD.

Said gas main described above shall have a cover of not less than $2\frac{1}{2}$ feet.

(6) A gas main in WHITE HORSE TRAIL, from a point 38 feet west of Bull Creek Road westerly 529 feet, the centerline of which gas main shall be $7\frac{1}{2}$ feet south of and parallel to the north property line of said WHITE HORSE TRAIL.

Said gas main described above shall have a cover of not less than $2\frac{1}{2}$ feet.

(7) A gas main in CROSLIN STREET, from a point 42 feet west of Guadalupe Street easterly 159 feet, the centerline of which gas main shall be $7\frac{1}{2}$ feet south of and parallel to the north property line of said CROSLIN STREET.

Said gas main described above shall have a cover of not less than $2\frac{1}{2}$ feet.

(8) A gas main in CHESTERFIELD AVENUE, from East $55\frac{1}{2}$ Street to Sky View Road, the centerline of which gas main shall be $7\frac{1}{2}$ feet west of and parallel to the east property line of said CHESTERFIELD AVENUE.

Said Gas main described above shall have a cover of not less than $2\frac{1}{2}$ feet.

(9) A gas main in AVENUE C, from Koenig Lane to Chesterfield Avenue, the centerline of which gas main shall be $7\frac{1}{2}$ feet west of and parallel to the east property line of said AVENUE C.

Said gas main described above shall have a cover of not less than $2\frac{1}{2}$ feet.

(10) A gas main in AVENUE D, from Koenig Lane to Chesterfield Avenue, the centerline of which gas main shall be $7\frac{1}{2}$ feet west of and parallel to the east property line of said AVENUE G.

Said gas main described above shall have a cover of not less than $2\frac{1}{2}$ feet.

(11) A gas main in LINK AVENUE, from Koenig Lane to Sky View Road, the centerline of which gas main shall be $7\frac{1}{2}$ feet west of and parallel

to the east property line of said LINK AVENUE.

Said gas main described above shall have a cover of not less than $2\frac{1}{2}$ feet.

(12) A gas main in AVENUE F, from a point 37 feet south of East 56th Street to Sky View Road, the centerline of which gas main shall be $7\frac{1}{2}$ feet west of and parallel to the east property line of said AVENUE F.

Said gas main described above shall have a cover of not less than $2\frac{1}{2}$ feet.

(13) A gas main in KOENIG LANE, from Avenue D to Link Avenue, the centerline of which gas main shall be $7\frac{1}{2}$ feet south of and parallel to the north property line of said KOENIG LANE.

Said gas main described above shall have a cover of not less than $2\frac{1}{2}$ feet.

(14) A gas main in SKY VIEW ROAD, from Chesterfield Avenue to Avenue F, the centerline of which gas main shall be $7\frac{1}{2}$ feet south of and parallel to the north property line of said SKY VIEW ROAD.

Said gas main described above shall have a cover of not less than $2\frac{1}{2}$ feet.

The Southern Union Gas Company is hereby put upon notice that the City of Austin does not guarantee that the space assigned above is clear from other underground utilities, but is based upon the best records we have at hand, and that the minimum depth stated does not have any reference to the fact that greater depths may not be required at special points. When the Southern Union Gas Company requires definite information upon the ground as to elevations or working points from which to base the location of their assignments they shall apply to the Department of Public Works not less than three (3) days before such information is required. The Southern Union Gas Company is further put upon notice that they will be required to bear the expense of repairs or replacement of any underground utility damaged during the construction of lines named in this resolution.

AND THAT whenever pavement is cut in the vicinity of a fire plug, water must be used at intervals during the course of backfilling of the ditches.

THAT the work and laying of said gas mains, including the excavation in the streets, and the restoration and maintenance of said streets after said mains have been laid shall be under the supervision and direction of the City Manager, and under all the pertinent terms and conditions of the certain franchises granted to said company by the City of Austin.

Which motion, duly seconded by Councilman Long, carried by the following vote:

Ayes: Councilmen Drake, Johnson, Long, MacCorkle, Mayor Glass
Noes: None

Councilman Long offered the following resolution and moved its adoption:

(RESOLUTION)

WHEREAS, Carl Quick is the Contractor for the erection of a building located at 606 Lavaca Street and desires a portion of the sidewalk and street space abutting Lots 5 and 6, Block 72, of the Original City of Austin, Travis County, Texas, during the erection of the building, such space to be used in the work and for the storage of materials therefor; therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

1. THAT space for the uses hereinabove enumerated be granted to said Carl Quick, the boundary of which is described as follows:

Sidewalk and Street Working Space

Beginning at a point approximately 45 feet south of the northeast corner of the above described property; thence in an easterly direction and at right angles to the centerline of Lavaca Street 12 feet east of the west curb line; thence in a southerly direction and parallel with the centerline of Lavaca Street approximately 23 feet to a point; thence in a westerly direction and at right angles to the centerline of Lavaca Street to the east line of the above described property.

In addition to the above described working space, sufficient space is hereby granted for ingress and egress for the purpose of delivering material, provided this matter has been submitted to the Traffic Department of the City of Austin and has its approval.

2. THAT the above privileges and allotment of space are granted to the said Carl Quick, hereinafter termed "Contractor", upon the following express terms and conditions:

(1). That the Contractor shall construct a 4-foot walkway within the outer boundaries of the above described working space, such walkway to be protected on each side by a guard rail at least 4 feet high and substantially braced and anchored, and without wood strips or obstructions of any kind along the pavement within the walkway, and at any time in the opinion of the City officials it becomes necessary for any reason to install a board floor within the walkway, the Contractor shall upon notice from the Building Inspector immediately place such a wood floor and substantially support same to prevent sagging under load.

(2). That the Contractor is permitted to construct in his working space a substantial gate which shall be kept closed at all times when not in use and at all times that such gate is open, the Contractor shall maintain a person at this gate to warn pedestrians and vehicles of approaching trucks. This gate is not to open out so as to impede vehicular or pedestrian traffic.

(3). That no vehicles in loading or unloading material at the working space shall park on any part of the street outside of the allotted working space.

(4). That "NO PARKING" signs shall be placed on the street side of the barricades.

(5). That the Contractor is permitted to construct a temporary work office within such allotted working space provided such work office is not within 25 feet of any corner street intersection.

(6). That the Contractor shall in no way obstruct any fire plugs or other public utilities in the construction of such barricades.

(7). That provisions shall be made for the normal flow of all storm waters in the gutter and the Contractor will be responsible for any damage done due to obstruction of any such storm water.

(8). That the Contractor shall place on the outside corners of any walkway, barricades, or obstructions, red lights during all periods of darkness and provide lighting system for all tunnels.

(9). That the Contractor shall remove all fences, barricades, loose materials and other obstructions on the sidewalk and street immediately after the necessity for their existence on said sidewalk or street has ceased, such time to be determined by the City Manager, and in any event all such sidewalk, barricades, materials, equipment and other obstructions shall be removed not later than October 1, 1950.

(10). That the City reserves the right to revoke at any time any and all the privileges herein granted or to require the erection or installation of additional barriers or safeguards if the conditions demand it.

(11). That the use and enjoyment of the spaces herein granted shall not be exclusive as against public needs, and the City, in making such grant reserves the right to enter and occupy any part or all of said space any time with its public utilities, or for other necessary public purposes.

(12). That any public utility or public or private property, disturbed or injured as a result of any of the activities necessary for the completion of the construction work for said building projects whether done by the Contractor, City forces, or public utilities, shall be replaced or repaired at the Contractor's expense.

(13). That the Contractor shall furnish the City of Austin a surety bond in the sum of Five Thousand Dollars (\$5,000.00), which shall protect, indemnify and hold harmless the City of Austin from any claims or damages to any person or property that may accrue to or be brought by any person by reason of the exercise or abuse of the privileges granted the Contractor by the City of Austin and shall guarantee the replacement of all sidewalks, pavement, and all other public property and public utilities disturbed or removed during the construction work and shall further guarantee the construction of a walkway and other safeguards during the occupancy of the space.

Which motion, suly seconded by Councilman MacCorkle, carried by the following vote:

Ayes: Councilman Drake, Johnson, Long, MacCorkle, Mayor Glass
Noes: None

Councilman MacCorkle offered the following resolution and moved its adoption:

(RESOLUTION)

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

That the City Manager be and he is hereby authorized and directed to enter into a contract on behalf of the City of Austin with Frank C. Barron, for laying of certain water mains and other pipes in Morningside, Section II, a distance of approximately 850 feet, in accordance with the terms and provisions of a certain contract, a copy of which is attached to this Resolution and made a part hereof for all purposes.

(Contract attached)

THE STATE OF TEXAS |

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF TRAVIS |

This contract made and entered into by and between the City of Austin, a municipal corporation situated in Travis County, Texas, hereinafter for convenience sometimes called the City, and Frank C. Barron, of Travis County, State of Texas, hereinafter for convenience sometimes called the Customer;

W I T N E S S E T H:

I.

The City of Austin for the consideration hereinafter stated agrees to furnish all labor, tools, equipment, implements, appliances, and materials necessary to lay and agrees to lay the certain water mains and other pipes in Morningside, Section II, on the streets and at the locations described as follows:

Six-inch (6") cast iron main on 55 $\frac{1}{2}$ Street
from Bennett to West property line subdivision
and East 56th Street from Bennett to the West
property line, a distance of approximately 850'.

II.

It is estimated that all the work contemplated under Paragraph I above will cost the sum of Twenty Four Hundred Dollars (\$2400.00) when completed; and the Customer in consideration of the foregoing obligations to the City, which are assumed for the benefit of the Customer in order to furnish water service to him, agrees to deposit the sum of Twenty Four Hundred Dollars (\$2400.00) with the City of Austin prior to commencement of the work.

III.

Within a reasonable time after deposit of the sum or sums of money as provided in Paragraph II, the City of Austin agrees to commence construction of the utility improvements described in Paragraph I and to prosecute said work in a good and workmanlike manner and with reasonable diligence until fully completed; but delays occasioned by matters and events over which the City has no control shall be excepted and not included in the time reasonably required to complete the work.

IV.

The deposit provided for in Paragraph II is an estimate only of the cost of constructing the utility improvements described in Paragraph I; and it is agreed that if the actual cost of such work is less than the amount deposited by the Customer, the City of Austin after the work is completed will refund to the Customer the difference between the actual cost and the estimated cost of such work, but if the actual cost of such work shall exceed the amount of said deposit, the Customer agrees upon notice from the City immediately to deposit an additional sum to make up the difference between the estimated cost and the actual cost of the work.

V.

Immediately after completion of the utility improvements described in Paragraph I, the City of Austin will furnish to the Customer a statement of such costs, together with the date of completion of the work; and the City of Austin is hereby authorized, through its officers or agents, to note on this contract the correct figure stating the actual cost of such work and the date of completion.

VI.

It is agreed that the Customer shall be reimbursed for the money deposited as provided in Paragraphs II and IV above in the following manner:

Within Sixty (60) days after the first day of January following completion of the work described in Paragraph I, the City shall pay to the Customer a sum equal to the gross amount of income realized by the City from the service and sale of water for usual, customary, and normal domestic, commercial, and industrial uses to customers having a direct connection with the water mains described above for the period of time immediately preceding the first day of January; and within sixty (60) days after the first day of January of each succeeding year the City agrees to pay to the Customer a sum equal to the gross income realized by the City during the preceding calendar year from the service and sale of water from said water lines for usual, customary, and normal domestic commercial and industrial uses to customers having a direct connection with said water mains until the total amount of the cost of construction of the utility improvements has been repaid; but in no event shall the City make such payments for a period of time longer than ten (10) years from the date of completion of said work (as such date is noted hereon under provisions of Paragraph V), even though the full cost of such work at the end of said time has not been refunded in full to the Customer; and if at any time before the expiration of said ten (10) year period the principal sum of such cost has been repaid further payment shall cease.

VII.

It is agreed that the City may make such repairs and changes in all of said utility improvements, pipes, hydrants, and connections necessary to the orderly conduct of proper utility systems. Title to all said utility improvements shall be and remain at all times in the City of Austin.

VIII.

It is agreed that this contract is made with reference to the existing charter and ordinances of the City of Austin and laws of the State of Texas

pertaining to all matters affecting this contract, and the Customer agrees to comply with all provisions of such laws, ordinances and charter.

IX.

It is agreed that the City of Austin may at its option retain any part or all of the deposit made by the Customer in compliance with Paragraphs II and IV of this contract and refuse to make the payments and refunds provided for in Paragraphs IV and VI of this contract in the event the Customer shall fail or refuse to comply substantially with any obligation lawfully imposed on the City of Austin regulating the platting, planning, and development of subdivisions within the City of Austin.

IN TESTIMONY WHEREOF, The City of Austin has caused this instrument to be executed in duplicate by its City Manager, attested by its City Clerk, with its corporate seal affixed, and the said Frank C. Barron has executed this instrument in duplicate this the ____ day of ____, 1950.

City of Austin

ATTEST:

By _____

City Clerk

Frank C. Barron

APPROVED:

Superintendent Water Dept.

Director of Public Works

City Attorney

Which motion, duly seconded by Councilman Johnson, carried by the following vote:

Ayes: Councilmen Drake, Johnson, Long, MacCorkle, Mayor Glass
Noes: None

Councilman Johnson offered the following resolution and moved its adoption:

(RESOLUTION)

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

That the City Manager be and he is hereby authorized and directed to enter into a contract on behalf of the City of Austin with James D. Connolly, for laying of certain water mains and other pipes in Delwood Park, Section Two, in accordance with the terms and provisions of a certain contract, a copy of which is attached to this Resolution and made a part hereof for all purposes.

(Contract attached)

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS §

This contract made and entered into by and between the City of Austin, a municipal corporation situated in Travis County, Texas, hereinafter for convenience sometimes called the City, and James D. Connolly of Travis County, State of Texas, hereinafter for convenience sometimes called the Customer;

W I T N E S S E T H:

I.

(a) The City of Austin for the consideration hereinafter stated agrees to furnish all labor, tools, equipment, implements, appliances, and materials necessary to lay and agrees to lay the certain water mains and other pipes in Delwood Park, Section Two on the streets and at the locations described as follows:

Six-inch (6") cast iron main on 38 $\frac{1}{2}$ Street
from Lot 1 to 6.

(b) The City of Austin for the consideration hereinafter stated agrees to furnish all labor, tools, equipment, implements, appliances and materials necessary to lay and agrees to lay the certain sanitary sewer mains and other sewer pipes in Delwood Park, Section Two on the streets and easements at the locations described as follows:

Six-inch (6") concrete sanitary sewer, in
easement, starting from the Southwest corner
of Lot six and extending in a Westerly direction
to an existing sanitary sewer line on Lot Two.
Six-inch concrete sanitary sewer line, in ease-
ment, starting at Southwest corner of Lot 7,
extending in a Southerly direction to a point of
intersection with an existing sanitary sewer
line at the corner of Lot 10.

II.

It is estimated that all work contemplated under Paragraph I above will cost the sum of Eleven Hundred and Ninety Dollars (\$1190.00) when completed, of which cost the sum of Seven Hundred Dollars (\$700.00) is estimated to be the cost of the water lines and the sum of Four Hundred and Ninety Dollars (\$490.00) is estimated to be the cost of the sewer lines; and the Customer in consideration of the foregoing obligations to the City, which are assumed for the benefits of the Customer in order to furnish water service and sewer to him, agrees to deposit the sum of Eleven Hundred and Ninety Dollars (\$1190.00) with the City of Austin prior to commencement of the work.

III.

Within a reasonable time after deposit of the sum or sums of money as provided in Paragraph II, the City of Austin agrees to commence construction of the utility improvements described in Paragraph I and to prosecute said work in a good and workmanlike manner and with reasonable diligence until fully completed; but delays occasioned by matters and events over which the City has no

control shall be excepted and not included in the time reasonably required to complete the work.

IV.

The deposit provided for in Paragraph II is an estimate only of the cost of constructing the utility improvements described in Paragraph I; and it is agreed that if the actual cost of such work is less than the amount deposited by the Customer, the City of Austin after the work is completed will refund to the Customer the difference between the actual cost and the estimated cost of such work, but if the actual cost of such work shall exceed the amount of said deposit, the Customer agrees upon notice from the City immediately to deposit an additional sum to make up the difference between the estimated cost and the actual cost of the work.

V.

Immediately after completion of the utility improvements described in Paragraph I, the City of Austin will furnish to the Customer a statement of such costs, together with the date of completion of the work, and the City of Austin is hereby authorized, through its officers or agents, to note on this contract the correct figure stating the actual cost of such work and the date of completion.

VI.

It is agreed that the Customer shall be reimbursed for the money deposited as provided in Paragraphs II and IV above in the following manner:

Within sixty (60) days after the first day of January following completion of the work described in Paragraph I, the City shall pay to the Customer a sum equal to twice the gross amount of income realized by the City from the service and sale of water for usual, customary, and normal domestic, commercial, and industrial uses to customers having a direct connection with the water mains and sewer lines, described above for the period of time immediately preceding the first day of January; and within sixty (60) days after the first day of January of each succeeding year the City agrees to pay to the Customer a sum equal to twice the gross income realized by the City during the preceding calendar year from the service and sale of water from said water lines for usual, customary, and normal domestic commercial and industrial uses to customers having a direct connection with said water mains and sewer lines, until the total amount of the cost of construction of the utility improvements has been repaid; but in no event shall the City make such payments for a period of time longer than ten (10) years from the date of completion of said work (as such date is noted hereon under provisions of Paragraph V), even though the full cost of such work at the end of said time has not been refunded in full to the Customer; and if at any time before the expiration of said ten (10) year period the principal sum of such cost has been repaid further payment shall cease.

VII.

It is agreed that the City may make such repairs and changes in all of said utility improvements, pipes, hydrants, and connections necessary to the orderly conduct of proper utility systems. Title to all said utility improvements shall be and remain at all times in the City of Austin.

VIII.

It is agreed that this contract is made with reference to the existing charter and ordinances of the City of Austin and laws of the State of Texas pertaining to all matters affecting this contract, and the Customer agrees to comply with all provisions of such laws, ordinances and charter.

IX.

It is agreed that the City of Austin may at its option retain any part or all of the deposit made by the Customer in compliance with Paragraphs II and IV of this contract and refuse to make the payments and refunds provided for in Paragraphs IV and VI of this contract in the event the Customer shall fail or refuse to comply substantially with any obligation lawfully imposed on the City of Austin regulating the platting, planning, and development of subdivisions within the City of Austin.

IN TESTIMONY WHEREOF, the City of Austin has caused this instrument to be executed in duplicate by its City Manager, attested by its City Clerk, with its corporate seal affixed, and the said James D. Connolly, has executed this instrument in duplicate this the _____ day of _____, 1950.

CITY OF AUSTIN

ATTEST:

By _____

City Clerk_____
City Manager

APPROVED:

James D. Connolly_____
Superintendent Water Department_____
Director of Public Works_____
City Attorney

Which motion, duly seconded by Councilman MacCorkle, carried by the following vote:

Ayes: Councilmen Drake, Johnson, Long, MacCorkle, Mayor Glass
Noes: None

MR. CLAUDE L. MILLER appeared before the Council appealing the administrative decision on his application to operate and operate a taxi-cab. After the Council studied his application, Councilman Johnson moved that Mr. Miller be granted a permit effective through September 30, 1950, at which time the franchise holders will employ the drivers. The motion, seconded by Councilman Long, carried by the following vote:

Ayes: Councilmen Drake, Johnson, Long, MacCorkle, Mayor Glass
Noes: None

COUNCILMAN MacCORKLE inquired about the retirement and insurance matters still pending before the Council. The City Manager stated that Mr. Werkenthin had submitted his report, and the Pension Board had been asked to make a study of this from the employees' standpoint; and after this study, he would come before the Council with a recommendation.

With regard to the insurance question, the City Manager stated this would be studied and submitted along with the classification program, as it would be something to be considered in any rate changes. He stated it would be ready to submit before the time of preparing the budget.

The City Manager reported a meeting with the State Highway Engineer at 3:00 this date to discuss the Interregional Highway and other matters.

COUNCILMAN MacCORKLE inquired about the synchronization of the traffic lights. The City Manager stated a Traffic and Transportation Division had been set up, and a traffic engineer was being employed about August 1st. This Engineer is a specialist in traffic, and a great deal should be expected in the improvement of the traffic problems in Austin. He withheld his name pending his acceptance of the position.

Councilman Long offered the following resolution and moved its adoption:

(RESOLUTION)

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

That the City Manager be and he is hereby authorized and directed to enter into a contract on behalf of the City of Austin with Henry S. Parkinson, for laying of certain water mains and other pipes in Parkinson Place, Section One, a distance of approximately 231 feet, in accordance with the terms and provisions of a certain contract, a copy of which is attached to this Resolution and made a part hereof for all purposes.

(Contract attached)

THE STATE OF TEXAS |
 |
COUNTY OF TRAVIS |

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered into by and between the City of Austin, a municipal corporation situated in Travis County, Texas, hereinafter for convenience sometimes called the City, and Henry S. Parkinson, of Travis County, and Ben A. Parkinson of Harris County, State of Texas, hereinafter for convenience sometimes called the Customers; W I T N E S S E T H:

I.

As a part of the development of Parkinson Place, Section one, in the City of Austin, Travis County, Texas, the owners desire to provide water mains and other water pipes described and located as follows:

Six-inch (6") cast iron main in Chelsea Lane from a point opposite the Southwest corner of a lot owned by John A. Bierwirth, which point is approximately 210' North of the north line of Mission Ridge, thence in a Northerly direction parallel with the property line of Chelsea Lane, a distance of 231'.

II.

It is estimated that all the work contemplated under Paragraph I above will cost the sum of Seven Hundred and Fifty Dollars (\$750.00) when completed, and the customer in consideration of the foregoing obligations to the City, which are assumed for the benefits of the Customer in order to furnish water service to him, agrees to deposit the sum of Seven Hundred and Fifty Dollars (\$750.00) with the City of Austin prior to commencement of the work.

III.

Within a reasonable time after deposit of the sum or sums of money as provided in Paragraph II, the City of Austin agrees to commence construction of the utility improvements described in Paragraph I and to prosecute said work in a good and workmanlike manner and with reasonable diligence until fully completed; but delays occasioned by matters and events over which the City has no control shall be excepted and not included in the time reasonably required to complete the work.

IV.

The deposit provided for in Paragraph II is an estimate only of the cost of constructing the utility improvements described in Paragraph I, and it is agreed that if the actual cost of such work is less than the amount deposited by the Customer, the City of Austin after the work is completed will refund to the Customer the difference between the actual cost and the estimated cost of such work, but if the actual cost of such work shall exceed the amount of said deposit, the Customer agrees upon notice from the City immediately to deposit an additional sum to make up the difference between the estimated cost and the actual cost of the work.

V.

Immediately after completion of the utility improvements described in Paragraph I, the City of Austin will furnish to the Customer a statement of such costs, together with the date of completion of the work, and the City of Austin is hereby authorized, through its officers or agents, to note on this contract the correct figure stating the actual cost of such work and the date of completion.

VI.

It is agreed that the Customer shall be reimbursed for the money deposited as provided in Paragraph II above in the following manner:

Within sixty (60) days after the first day of January following completion of the work described in Paragraph I, the City shall pay to the Customer a sum equal the gross amount of income realized by the City from the service and sale of water for usual, customary, and normal domestic, commercial, and industrial uses to customers having a direct connection with the water mains described above for the period of time immediately preceding the first day of January; and within sixty (60) days after the first day of January of each succeeding year the City agrees to pay to the Customer a sum equal to the gross income realized by the City during the preceeding calendar year from the service and sale of water from said water lines for usual, customary, and normal domestic, commercial and industrial uses to customers having a direct connection with said water mains until the total amount of the cost of construction of the utility improvements has been repaid, but in no event shall the City make such payments for a period of time longer than ten (10) years from the date of completion of said work (as such date is noted hereon under provisions of Paragraph V), even though the full cost of such work at the end of said time has not been refunded in full to the Customer, and if at any time before the expiration of said ten (10) year period the principal sum of such cost has been repaid further payment shall cease.

VII.

It is agreed that the City may make such repairs and changes in all of said utility improvements, pipes, hydrants, and connections necessary to the orderly conduct of proper utility systems. Title to all said utility improvements shall be and remain at all times in the City of Austin.

VIII.

It is agreed that this contract is made with reference to the existing charter and ordinances of the City of Austin and laws of the State of Texas pertaining to all matters affecting this contract, and the Customer agrees to comply with all provisions of such laws, ordinances and charter.

IX.

It is agreed that the City of Austin may at its option retain any part or all of the deposit made by the Customer in compliance with Paragraph II and IV

of this contract and refuse to make the payments and refunds provided for in Paragraphs IV and VI of this contract in the event the Customer shall fail or refuse to comply substantially with any obligation lawfully imposed on the City of Austin regulating the platting, planning, and development of subdivisions within the City of Austin.

IN TESTIMONY WHEREOF, the City of Austin has caused this instrument to be executed in duplicate by its City Manager, attested by its City Clerk, with its corporate seal affixed, and the said Henry S. Parkinson and Ben A. Parkinson has executed this instrument in duplicate this the ____ day of _____, 1950.

CITY OF AUSTIN

By _____
City Manager

ATTEST

City Clerk

Henry S. Parkinson

APPROVED:

Ben A. Parkinson

Superintendent Water Department

Director of Public Works

City Attorney

There being no further business, the Council adjourned subject to call of the Mayor.

APPROVED:

Taylor Erbes
Mayor

ATTEST:

Chie Hooley
City Clerk